



STEVEN L. BESHEAR
GOVERNOR

EXECUTIVE ORDER

2009-560

June 17, 2009

Secretary of State
Frankfort
Kentucky

By virtue of the authority vested in me by Section 12.210(1) of Kentucky Revised Statutes and as Governor of the Commonwealth of Kentucky, I, Steven L. Behsear, do hereby approve the employment contracts between the law firms listed below and the **Kentucky Employers' Mutual Insurance Authority (KEMI)** as outlined in the attached multi-vendor personal service contracts:

Dinsmore & Shohl, LLP, Lexington, Kentucky
Ferreri & Fogle, Lexington, Kentucky
Fowler, Measle & Bell, PLLC, Lexington, KY
Fulton & Devlin, Louisville, Kentucky
Golden & Waters, PLLC, Lexington, KY
Jones, Dietz & Swisher, PLLC, Florence, Kentucky
Jones, Walters, Turner & Shelton, PLLC, Pikeville, Kentucky
Lewis & Lewis, Hazard, Kentucky
Riley & Allen, PSC, Prestonsburg, Kentucky
Stephen B. Lee, Owensboro, Kentucky

Please enter this Executive Order upon the Executive Journal and file the attached Contract with the Executive Order.

A handwritten signature in black ink, appearing to read "Steve L. Beshear", written over a horizontal line.

STEVEN L. BESHEAR
Governor

A handwritten signature in black ink, appearing to read "Trey Grayson", written over a horizontal line.

TREY GRAYSON
Secretary of State

RECEIVED AND FILED

DATE 6/18/09

TREY GRAYSON

SECRETARY OF STATE

COMMONWEALTH OF KENTUCKY

BY R. Adles

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR ADMINISTRATION
DIVISION OF PURCHASES

**STANDARD CONTRACT
FOR PERSONAL SERVICES**

THIS CONTRACT is made and entered into this
1 day of July, 2009, by and between
Kentucky Employers' Mutual Insurance Authority (KEMI).

Personal Service
Contract Number **PS** 10-CLD-001

Account No. _____

Encumbrance Amt. \$2,550,000

This Contract is effective on

July 1, 2009

(the date of its delivery to the Legislative Research
Commission.)

This Contract expires June 30, 2010

Commonwealth of Kentucky, (hereinafter referred to as KEMI) or as the First Party, and

"MULTI"
(See Attached Listing)

Individual - UPPS Systems ☐ Yes ☐ No

hereinafter referred to as the Contractor or as the Second Party.

WHEREAS, KEMI, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following-described function(s):

Workers' compensation claims defense and other legal services involving workers' compensation insurance matters, and

WHEREAS, KEMI has concluded that either State personnel are not available to perform said function, or it would not be feasible to utilize State personnel to perform said function; and

WHEREAS, the Second Party is available and would be qualified to perform such function; and

WHEREAS, for the hereinbefore-stated reasons, KEMI desires to avail itself of the services of the Second Party,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. SERVICES.

The Second Party (the Contractor) will perform the services which are described with particularity in the attached letter (to which reference is made below) which is made a part hereof as if fully incorporated herein, or, if no letter is necessary, as hereinafter described with particularity as follows:

To provide legal representation and advice to KEMI and its policyholders primarily related to workers' compensation claims filed by injured workers under KRS Chapter 342; to represent and appear on behalf of KEMI and its policyholders in administrative and legal forums arising from workers' compensation claims disputes; and, to provide legal representation as to other specific matters which are referred to and accepted by the vendor.

2. CONSIDERATION.

A. FEE

As fee for the services hereinbefore set forth, KEMI agrees to pay the Contractor one of the following, as indicated:

☐ the sum of \$

☒ a sum not to exceed \$ 2,550,000.

to be paid in the following manner or on the following terms:

Each Contractor's usual and customary hourly rate, as agreed upon by the parties, will be paid upon receipt of an appropriate monthly invoice. The average hourly rate for the vendors on this multi-vendor contract is \$120. Fees for legal defense of workers compensation claims are limited by KRS 342.320 and must be approved by an Administrative Law Judge.

The Contractor's invoice(s) for fee shall be signed and shall include not less than the following information:

Date of service, work performed, and time spent.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish the same if requested by KEMI.

B. TRAVEL EXPENSES, if authorized herein.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by this paragraph as follows:

Automobile mileage expense will be reimbursed according to Federal IRS guidelines. Other reasonable and necessary travel expenses incurred by the Contractor will be reimbursed to the Contractor.

Travel expenses, if authorized, shall be billed in the following manner:

Travel expenses shall be billed consistent with the manner in which fees are billed; applicable receipts are required.

C. OTHER EXPENSES, if authorized herein.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized by this paragraph as follows:

Long distance telephone charges, copying charges, court costs, deposition fees, and computer legal research expenses in the ordinary course of Contractor's representation of KEMI; and such other necessary and appropriate expenses as are incurred by the Contractor, expert and other witness fees and expenses, and other expenses related to the performance of legal representation of KEMI.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of expenses shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by KEMI.

D. MAXIMUM FOR FEE AND EXPENSES.

The Contractors' fees, including travel and other expense reimbursements (if any) relative to the services shall not total more than \$ 2,550,000.

3. INVOICING.

- A. *Invoicing for Fee:* The Contractor's bills shall be original invoice(s) and shall be signed by the Contractor for payment by KEMI at the agreed upon rate. The invoice(s) must conform to the method prescribed under Section (2), Consideration, Paragraph A.
- B. *Invoicing for Travel Expenses:* The Contractor must follow instructions prescribed under Section (2), Consideration, Paragraph B. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous travel expenses.
- C. *Invoicing for Miscellaneous Expenses:* The Contractor must follow instructions prescribed under Section (2), Consideration, Paragraph C. Expenses submitted shall be either original or certified copies.

4. SIGNIFICANT CONTRACT DATES.

A. EFFECTIVE DATE

This agreement is not effective unless and until the Chief Executive Officer of KEMI or his authorized designee has approved and signed the contract and unless and until three copies of the contract are filed by the State with the Legislative Research Commission, with each such copy being accompanied by documentation of the need for such service and by documentation that State personnel are not available to perform such service or that it is not feasible for State personnel to perform such service.

B. DATES WORK IS TO BE PERFORMED.

The period within the current fiscal year in which the services are to be performed under this contract is from July 1, 2009 to June 30, 2010.

C. EARLIEST DATE OF PAYMENT.

No payment on this contract shall be made before completion of the review procedure provided for in KRS 45A.705, unless and until alternate actions occur as set out in KRS 45A.695(7).

5. EXTENSIONS.

At the expiration of its initial term, this contract may, at the option of the parties hereto, be extended upon the same terms and conditions as set forth herein for further periods not to exceed twelve (12) months each, subject to the advance approval of KEMI.

6. SOCIAL SECURITY.

The parties are cognizant that KEMI is **not** liable for Social Security contributions pursuant to 42.U.S. Code, Section 418, relative to the compensation of the Second Party for this contract.

7. CANCELLATION.

KEMI shall have the right to terminate and cancel this agreement at any time upon thirty (30) days' written notice served on the Contractor by registered or certified mail.

8. PURCHASING AND SPECIFICATIONS.

Contractor certifies by his signature hereinafter that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and Paragraph 9, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

9. CONFLICT-OF-INTEREST LAWS AND PRINCIPLES.

By his signature, the Contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky and by holding and performing this contract will not be violating either any conflict statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the Executive Branch Code of Ethics, relating to the employment of former public servants.

10. CHOICE OF LAW AND FORUM PROVISION.

All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree any legal action which is brought on the basis of this Agreement shall be filed in the Fayette County Circuit Court of the Commonwealth of Kentucky.

11. DISCRIMINATION (BECAUSE OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY) PROHIBITED.

During the performance of this contract, the Contractor agrees as follows:

(1)The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Funds available

May 26, 6-15-09
(Finance) Date

FIRST PARTY: Kentucky Employers' Mutual Insurance
(Authority)

BY:

[Signature]

☒

President / CEO

☐

Executive Vice President / CFO

RECOMMENDED FOR APPROVAL:

Michelle Sanders 6/10/09
Date
Exec. VP - General Counsel
Title

EXAMINED AS TO FORM & LEGALITY:

Michelle Sanders 6/10/09
Date
EXECUTIVE VICE PRESIDENT - GENERAL COUNSEL

APPROVED:

Jon E. Stewart
Name
Jon Stewart 6/10/09
Date
☐ President / CEO

☒ Executive Vice President / CFO

SECOND PARTY:

BY:

[Signature]
Signature
Managing Member of PLLC
Title
6/15/09
Date

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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Funds available

May Bead 6-15-09
(Finance) Date

FIRST PARTY: Kentucky Employers' Mutual Insurance
(Authority)

BY:

☒ President / CEO

☐

Executive Vice President / CFO

RECOMMENDED FOR APPROVAL:

Michelle Sanders 6/10/09
Date
Exec. VP - General Counsel
Title

EXAMINED AS TO FORM & LEGALITY:

Michelle Sanders 6/10/09
Date
EXECUTIVE VICE PRESIDENT - GENERAL COUNSEL

APPROVED:

Jon E. Stewart
Name
Jon E. Stewart 6/10/09
Date

☐ President / CEO

☒ Executive Vice President / CFO

SECOND PARTY:

Stephen B. Lee
Signature

Attorney/Owner
Title

6/10/2009

Date

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Funds available

May Dec'd 6-15-09
(Finance) Date

FIRST PARTY: Kentucky Employers' Mutual Insurance
(Authority)

BY: [Signature]

☒ President / CEO

☐ Executive Vice President / CFO

RECOMMENDED FOR APPROVAL:

Michelle Sanders 6/10/09
Date
Exec. VP - General Counsel
Title

EXAMINED AS TO FORM & LEGALITY:

Michelle Sanders 6/10/09
Date
EXECUTIVE VICE PRESIDENT - GENERAL COUNSEL

APPROVED:

JON E. STEWART
Name
[Signature] 6/10/09
Date
☐ President / CEO
☒ Executive Vice President / CFO

SECOND PARTY: Fowler Measle & Bell PLL

BY: [Signature]

Title

Date

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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Funds available

Mary Beard 6-15-09
(Finance) Date

FIRST PARTY: Kentucky Employers' Mutual Insurance
(Authority)

BY: R. D. O.

☒ President / CEO

☐ Executive Vice President / CFO

RECOMMENDED FOR APPROVAL:

Michelle Sanders 6/10/09
Date
Exec. VP - General Counsel
Title

EXAMINED AS TO FORM & LEGALITY:

Michelle Sanders 6/10/09
Date
EXECUTIVE VICE PRESIDENT - GENERAL COUNSEL

APPROVED:

Jon E. Stewart
Name
Jon E. Stewart 6/10/09
Date
☐ President / CEO

☒ Executive Vice President / CFO

State of Kentucky
County of Fayette

SECOND PARTY:

BY: Joseph H. Terry

Signature

Title

Date

June 12, 2009

The foregoing statement was acknowledged and sworn to before me this 12th day of June, 2009.

5

Kimberly Adkins
Notary Public

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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Funds available

Mary Beard 6-15-08
(Finance) Date

FIRST PARTY: Kentucky Employers' Mutual Insurance
(Authority)

BY: [Signature]

☒ President / CEO

☐ Executive Vice President / CFO

RECOMMENDED FOR APPROVAL:

Michelle Landers 6/10/09
Exec. VP - General Counsel
Title Date

EXAMINED AS TO FORM & LEGALITY:

Michelle Landers 6/10/09
EXECUTIVE VICE PRESIDENT - GENERAL COUNSEL
Date

APPROVED:

Jon E. Stewart
Name
[Signature] 6/10/09
Date
☐ President / CEO
☒ Executive Vice President / CFO

SECOND PARTY:

BY: [Signature]

Signature

Title

Date

6/9/08

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Funds available

Mary Beard 6-15-09
(Finance) Date

FIRST PARTY: Kentucky Employers' Mutual Insurance
(Authority)

BY: [Signature]

☒

President / CEO

☐

Executive Vice President / CFO

RECOMMENDED FOR APPROVAL:

Michelle Sanders 6/10/09
Date
Exec. VP - General Counsel
Title

EXAMINED AS TO FORM & LEGALITY:

Michelle Sanders 6/10/09
Date
EXECUTIVE VICE PRESIDENT - GENERAL COUNSEL

APPROVED:

Jon E. Stewart
Name
[Signature] 6/10/09
Date
☐ President / CEO
☒ Executive Vice President / CFO

SECOND PARTY:

BY: [Signature]

PARTNER

Title

JUNE 9, 2009

Date

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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Funds available

(Finance)

Date

FIRST PARTY: Kentucky Employers' Mutual Insurance
(Authority)

BY:

☒ President / CEO

☐ Executive Vice President / CFO

RECOMMENDED FOR APPROVAL:

Michelle Sanders 6/10/09
Date
Exec. VP - General Counsel
Title

EXAMINED AS TO FORM & LEGALITY:

Michelle Sanders 6/10/09
Date
EXECUTIVE VICE PRESIDENT - GENERAL COUNSEL

APPROVED:

Jon E. Stewart
Name
Jon E. Stewart 6/10/09
Date

☐ President / CEO

☒ Executive Vice President / CFO

SECOND PARTY:

BY:

David Gold
Signature
Senior Partner / Golden & Walters
Title
PLLC

June 9 2009
Date

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Funds available

Mary Beard 6-15-09
(Finance) Date

FIRST PARTY: Kentucky Employers' Mutual Insurance
(Authority)

BY: [Signature]

RECOMMENDED FOR APPROVAL:

Michelle Sanders 6/10/09
Date
Exec. VP - General Counsel
Title

☒

President / CEO

☐

Executive Vice President / CFO

EXAMINED AS TO FORM & LEGALITY:

Michelle Sanders 6/10/09
Date
EXECUTIVE VICE PRESIDENT - GENERAL COUNSEL
Title

APPROVED:

Jon E. Stewart
Name
[Signature] 6/10/09
Date

☐

President / CEO

☒

Executive Vice President / CFO

SECOND PARTY:

BY: Benita J. Riley
Signature

President, Riley & Allen, PSC
Title

June 9, 2009
Date

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

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Funds available

Mary Beard 6-15-09
(Finance) Date

FIRST PARTY: Kentucky Employers' Mutual Insurance
(Authority)

BY: [Signature]

☒ President / CEO

☐ Executive Vice President / CFO

RECOMMENDED FOR APPROVAL:

Michelle Sanders 6/10/09
Date
Exec. VP - General Counsel
Title

EXAMINED AS TO FORM & LEGALITY:

Michelle Sanders 6/10/09
Date
EXECUTIVE VICE PRESIDENT - GENERAL COUNSEL

APPROVED:

Jon E. Stewart
Name
[Signature] 6/10/09
Date
☐ President / CEO
☒ Executive Vice President / CFO

SECOND PARTY:

BY: [Signature]

Signature Judson F. Devlin

PARTNER

Title FULTON & DEVLIN LLC

6/9/09

Date

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

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Funds available

May Dec'd 6-15-09
(Finance) Date

FIRST PARTY: Kentucky Employers' Mutual Insurance
(Authority)

BY: [Signature]

☒ President / CEO

☐ Executive Vice President / CFO

RECOMMENDED FOR APPROVAL:

Michelle Landers 6/10/09
Date
Exec. VP - General Counsel
Title

EXAMINED AS TO FORM & LEGALITY:

Michelle Landers 6/10/09
Date
EXECUTIVE VICE PRESIDENT - GENERAL COUNSEL

APPROVED:

Jon E. Stewart
Name
Jon Stewart 6/10/09
Date
☐ President / CEO
☒ Executive Vice President / CFO

SECOND PARTY:

BY: Paul E. Jones
Signature
attorney
Title
June 9, 2009
Date

INSTRUCTIONS

1. The date on which the agreement is "made" and "entered into" should be the date both parties sign, or, if signing is on separate days, the date on which the later signature is affixed. If the Contractor is a firm, list on a separate sheet of paper the name and Social Security Number for each individual who will be connected with the contract. The effective date of the contract is the date it is filed, after all necessary approvals, with the legislative Research Commission. [KRS 45A.695(1)]
2. The first "WHEREAS" necessitates a short, simple statement describing the Agency function, be it expressed or implied by the law, relative to which the Contractor's services will be utilized.
3. Contract paragraph 1 (Services) should set forth the necessary instructions to the Contractor concerning the services to be provided. (Describe them, to the extent required.) If space is insufficient, refer to a letter in which instructions are spelled out in detail. Attach a copy of the letter to each copy of the contract.
4. Contract paragraph 2 (Consideration) should be clear and specific as to payment and as to expense reimbursement, if any. Specify whether the Contractor is to be paid in a lump sum on final and satisfactory completion of the contracted service, is to be paid on completion of stated portions of the service, or is to be paid at stated intervals. If fee is determined by any method other than lump sum after completion of all work, specify the method and rate (such as dollars per hour per classification of employee.) List the information the Contractor is to provide on his invoice(s).
5. If a contract is being extended with the same terms and conditions (option stated in Contract paragraph 5), use form B111-13 (Notice of Extension of Personal Services Contract). However, if the new agreement is to involve any change (amounts, instructions, services, or any other provisions), establish a new contract (Standard Contract for Personal Services, Form B111-11).
6. Contract paragraph 6 requires a determination, based on facts, as to whether the Contractor will be considered and treated as an employee or as an independent contractor within the terms of the federal laws on Social Security. (If he is to be an independent contractor, the state would have no liability for Social Security contribution.)
7. Contract paragraph 7 may be modified, if desired, by deleting the word "thirty" and substituting a shorter-but not longer-period of time. [KRS 45A.695(1)]
8. If this form contract proves inadequate for the specific services involved, particularly with reference to Contract paragraphs 1 and 2, then it may be used as a guide for the drafting of a special-purpose contract document to provide additional (not less) information. A special-purpose contract document, if used, must include all the standard provisions contained in the form contract. These provisions generally reflect legal requirements or policy requirements applicable to all State personal service contracts. If a special-purpose contract is drawn, there must be a notation and appropriate signature on the contract indicating that it was either prepared or approved by:

- (a) an attorney of KEMI or
- (b) the Assistant Attorney General assigned to that agency.

Originating agency will submit four (4) copies of the contract to the Division of Purchases and keep one copy of the contract for agency files. [KRS 12.210(1) provides that employment of attorneys is also subject to review by Attorney General and subject to approval by the Governor.]

CONTRACT ADDENDUM

between Kentucky Employers' Mutual Insurance Authority
(State Agency)

and FERRERI and Fogle PLLC
(Attorney/Law Firm)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)

[Signature]
(Signature)

Managing Member
(Title)

FERRERI and Fogle PLLC
(Name of Law Firm)

State of Kentucky)
County of Jefferson) SS

The foregoing statement was acknowledged and sworn to before me
this 15th day of June, 2009, by

[Signature]
Notary Public

My Commission expires: 6-25-2012

Ballerstedt, Ward
Belanger, Larry
Brady-Thornton, John Douglas
Brown, Scott
Brown, Sherri
Clemons, Tonya
Coolen, Pierre
Day, Joanna
Ellison, Johanna Frantz
Ferreri, Thomas
Finaldi, Anthony
Fogle, James
Kline, Dennis
Little, Greg
Oldson, Steve
Pancake, Jane Ann
Peake, Troy
Purdy, Kamp
Raine, JD
Ross, Stephanie
Spies, John
Stonecipher, Brett
Urbon, Daniel
Wagoner, Jim
Walker, Tim
Weiss, Alan
Wood, Jordan
Zanetti, Matthew

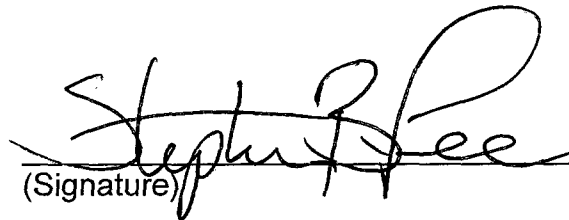
CONTRACT ADDENDUM

between Kentucky Employers' Mutual Insurance Authority
(State Agency)

and Stephen B. Lee
(Attorney/Law Firm)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)


(Signature)

Attorney/Owner
(Title)

Stephen B. Lee
(Name of Law Firm)

State of Kentucky)
County of Daviess) SS

The foregoing statement was acknowledged and sworn to before me
this 10th day of June, 2009, by

Notary Public

My Commission expires: 8/5/2011

EMPLOYEE INFORMATION FOR STEPHEN B. LEE

1. Stephen B. Lee - SS#

CONTRACT ADDENDUM

between Kentucky Employers' Mutual Insurance Authority
(State Agency)

and Fowler Meester & Bell, PLLC
(Attorney/Law Firm)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)

Tammie Martin
(Signature)
Managing Member
(Title)
Fowler Meester & Bell PLLC
(Name of Law Firm)

State of Kentucky)
County of Fayette) SS

The foregoing statement was acknowledged and sworn to before me
this 11th day of June, 2009, by

Tammie Martin
Notary Public

My Commission expires: 9-4-11

Attorneys

Guy R. Colson	Member	GColson@FowlerLaw.com	859.252.6700 Ext 146
Matthew D. Ellison	Associate	MEllison@FowlerLaw.com	859.252.6700 Ext 120
Elizabeth S. Feamster	Member	EFeamster@FowlerLaw.com	859.252.6700 Ext 151
John E. Hinkel, Jr.	Member	JHinkel@FowlerLaw.com	859.252.6700 Ext 141
Ellen Arvin Kennedy	Member	EAKennedy@FowlerLaw.com	859.252.6700 Ext 338
Heather M. McCollum	Associate	HMcCollum@FowlerLaw.com	859.252.6700 Ext 279
Taft A. McKinstry	Member	TMcKinstry@FowlerLaw.com	859.252.6700 Ext 145
Bary M. Miller	Member	BMiller@FowlerLaw.com	859.252.6700 Ext 171
Tiffany Lauderdale Phillips	Associate	TPhillips@FowlerLaw.com	859.252.6700 Ext 152
Jerred P. Roth	Associate	JRoth@FowlerLaw.com	859.252.6700 Ext 119
Ashley Ryan	Associate	ARyan@FowlerLaw.com	859.252.6700 Ext 281
Robert S. Ryan	Member	RRyan@FowlerLaw.com	859.252.6700 Ext 155
Casey Cavanaugh Stansbury	Associate	CStansbury@FowlerLaw.com	859.252.6700 Ext 166
Christina L. Vessels	Associate	CVessels@FowlerLaw.com	859.252.6700 Ext 282
Timothy A. West	Associate	TWest@FowlerLaw.com8	859.252.6700 Ext 170
Jana Smoot White	Associate	JSWhite@FowlerLaw.com	859.252.6700 Ext 173

* Social security numbers are not provided because it against firm policy to release such information

CONTRACT ADDENDUM

between Kentucky Employers' Mutual Insurance Authority
(State Agency)

and Dinsmore & Shohl LLP
(Attorney/Law Firm)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)

Joseph H. Terry
(Signature)

Partner
(Title)

Dinsmore & Shohl LLP
(Name of Law Firm)

State of Kentucky)
County of Jayette) SS

The foregoing statement was acknowledged and sworn to before me
this 12th day of June, 20 09, by Joseph H. Terry

Kimberly Adkinson
Notary Public



KIMBERLY ADKINSON
Notary Public, Kentucky
State At Large
My Commission Expires
February 23, 2011

2/23/2011

**Dinsmore & Shohl Primary Attorneys Performing Services for
Kentucky Employers' Mutual Insurance**

Barbara Edelman – Partner

Mindy Barfield – Partner

Joseph Terry – Partner

David Treacy – Associate

Jeremy Rogers – Associate

Catherine Wright – Partner

MacKenzie Walter – Associate

Dinsmore & Shohl has a policy against providing social security numbers of its partners and associates.

CONTRACT ADDENDUM

between Kentucky Employers' Mutual Insurance Authority
(State Agency)

and Jones Dietz & Swisher PLLC
(Attorney/Law Firm)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)

A. L. Jones
(Signature)

MEMBER IN CHARGE
(Title)

JONES, DIETZ & Swisher PLLC
(Name of Law Firm)

State of Kentucky)
County of Bone) SS

The foregoing statement was acknowledged and sworn to before me
this 9th day of June, 2009, by

Penny Lay
Notary Public

My Commission expires: February 22, 2012

JONES DIETZ & SWISHER PLLC

**PERSONAL & CONFIDENTIAL
FOR
KEMI PERSONAL SERVICE CONTRACT FOR LEGAL SERVICES**

EMPLOYEES

NAME	SOCIAL SECURITY NUMBER
Chapman, Shena	
Choppy, Judy	
Chumbley, Paula C.	
Clifton, Lisa K.	
Day, Penny J.	
Dietz, Kenneth J.	
Emrick, William P.	
Houglin, Kathy A.	
Jones, H. Douglas	
Newell, Chris G.	
Swisher, Robert L.	
Yeager, Lance O.	

Please note the above list is highly confidential and to be used for the purposes of KEMI's Personal Service Contract for Legal Services only.

06/10/2009

CONTRACT ADDENDUM

between Kentucky Employers' Mutual Insurance Authority
(State Agency)

and LEWIS AND LEWIS LAW OFFICES
(Attorney/Law Firm)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)

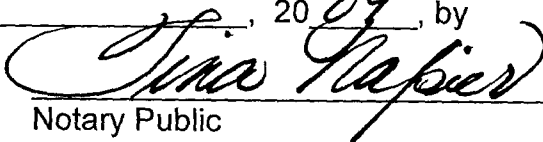

(Signature)

PARTNER
(Title)

LEWIS AND LEWIS LAW OFFICES
(Name of Law Firm)

State of KENTUCKY)
County of PERRY) SS

The foregoing statement was acknowledged and sworn to before me
this 9th day of June, 2009, by


Notary Public

My Commission expires: April 6, 2013

LEWIS AND LEWIS

ATTORNEYS AT LAW
151 E. MAIN STREET, SUITE 100
P.O. BOX 800
HAZARD, KENTUCKY 41702-0800

W. Barry Lewis
Melissa Moore Lewis
William A. Lyons

Phone: (606) 435-0535
Fax: (606) 436-8260

June 9, 2009

Ms. Michelle Landers, Esq.
Kentucky Employers' Mutual Insurance
250 W. Main Street, Ste. 900
Lexington, Kentucky 40507

RE: KEMI's Request for Proposal 09-105.

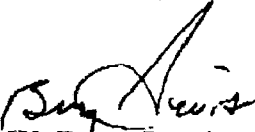
Dear Ms. Landers:

Enclosed please find the executed Personal Service Contract Forms and the addendum. In addition, the list of names and social security numbers of all attorneys performing work directly related to the contract is as follows:

W. Barry Lewis
Melissa Moore Lewis
William A. Lyons

Please contact me if additional information is needed. Thank you for your time and attention to this matter.

Very truly yours,


W. Barry Lewis
WBL/tnm

CONTRACT ADDENDUM

between Kentucky Employers' Mutual Insurance Authority
(State Agency)

and J. Dale Golden/Golden & Walters PLLC
(Attorney/Law Firm)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)



(Signature) J. Dale Golden

(Title) Senior Partner

Golden & Walters, PLLC
(Name of Law Firm)

State of Kentucky)
County of Fayette) SS

The foregoing statement was acknowledged and sworn to before me
this 9th day of June, 2009, by J. Dale Golden.

Evelyn D. Jefferson
Notary Public Evelyn D. Jefferson
State - at Large KY

My Commission expires: October 13, 2010

**List of all officers, as well as all employees, performing work
directly related to the Contract**

- (1) Dale Golden;
- (2) John Walters;
- (3) Brandy Berry;
- (4) Sarah Noble;
- (5) Lauren Crosby; and
- (6) Justin Peterson.

CONTRACT ADDENDUM

between Kentucky Employers' Mutual Insurance Authority
(State Agency)

and Riley & Allen, PSC
(Attorney/Law Firm)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)

Benita J. Riley
(Signature)

President
(Title)

Riley & Allen, PSC
(Name of Law Firm)

State of Kentucky)
County of Floyd) SS

The foregoing statement was acknowledged and sworn to before me

this 9th day of June, 2009, by

Salmon Kelley Tucker
Notary Public

My Commission expires: 12-14-10

RILEY & ALLEN, P.S.C.

ATTORNEYS AT LAW
106 West Graham Street
P.O. Box 1350
Prestonsburg, Kentucky 41653

BENITA J. RILEY
J. GREGORY ALLEN
KATHERINE M. BANKS

TRACIE E. JAMERSON
LEGAL ASSISTANT

Telephone (606) 886-9313
Fax (606) 886-9387
e-mail: bjriley@bellsouth.net
jgallen@bellsouth.net
kathybanks@bellsouth.net
tjamerson@bellsouth.net

MEMO TO: TRICIA ROCA

FROM: BENITA J. RILEY

RE: SOCIAL SECURITY NUMBERS

Benita J. Riley :

J. Gregory Allen:

Katherine Banks:

Federal Tax ID:

CONTRACT ADDENDUM

between Kentucky Employers' Mutual Insurance Authority
(State Agency)

and JUDSON F. DEVLIN
FULTON AND DEVLIN LLC
(Attorney/Law Firm)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)

Judson F. Devlin
(Signature) JUDSON F. DEVLIN

PARTNER
(Title)

FULTON & DEVLIN LLC
(Name of Law Firm)

State of Kentucky)
County of Jefferson) SS

The foregoing statement was acknowledged and sworn to before me

this 9th day of June, 20 09, by

Patricia E. Thornton
Notary Public

My Commission expires:

July 26, 2010

Legal Staff Handling KEMI Cases:

Attorney/Paralegal

Social Security Number

Judson F. Devlin
C. Patrick Fulton
Vonnell C. Tingle
Brian T. Gannon
Stanley S. Dawson
Lyn A. Douglas
Brent E. Dye
Elizabeth A. Schott
Christie L. Autry

CONTRACT ADDENDUM

between Kentucky Employers' Mutual Insurance Authority
(State Agency)

and Jones, Walker, Turner, Shelton, PLLC
(Attorney/Law Firm)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)

Paul E Jones
(Signature)

attorney
(Title)

Jones, Walker, Turner, Shelton PLLC
(Name of Law Firm)

State of Kentucky)
County of Pike) SS

The foregoing statement was acknowledged and sworn to before me
this 9th day of June, 2009, by

Janey Dameron
Notary Public

My Commission expires: June 6, 2010

6/15/09 at 11:19:27.44

Page: 1

Jones, Walters, Turner & Shelton, PLLC
Employee List

Filter Criteria includes: 1) Rate: Multiple. Report order is by ID.

Employee	SS No
----------	-------

Edward L. Jones

Paul E. Jones

Rachel Kennedy

Todd Kennedy

Whitney L. Lucas

Billy R. Shelton

Walter W. Turner

Gerald Vanover

Terri S. Walters